

CONTRACT CHANGE ORDER

Change Requested by: Engineer

CCO: 77 Suppl. No. 1 Contract No. 04 – 0120F4 Road SF-80-13.2/13.9 FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate

This supplemental change order provides additional funds for Quality Assurance (QA) improvements for the Orthotropic Box Girder (OBG), and Tower assemblies. Funds are also provided for electronic version of QA database and other related work.

Extra Work at Unit Price:

Provide additional funds for the continued implementation of the Quality Assurance improvements. The following mutually agreed, all-inclusive monthly unit rates include straight time and overtime and constitute full compensation for the work, including all markups. The all-inclusive mutually agreed monthly unit rate will be paid for all staff that work 50% or more of the calendar days and are dedicated to the extra work described. The agreed unit prices are based on an exchange rate of 6.800 RMB/USD. No adjustment in compensation will be made for exchange rates that vary by less than 0.300 RMB/USD, i.e., between 6.500 RMB/USD and 7.100 RMB/USD. Should the exchange rate vary by more than 0.300 RMB/USD, a lump sum adjustment in compensation, increase or decrease, will be made at the end of the completion of the work described in this CCO. The adjustment will be based on the variations between 6.800 RMB/USD and the actual exchange rate paid in excess of 0.300 RMB/USD.

Description	Agreed Monthly Unit Rate in RMB's	Converted Monthly Unit Rate in USD	Estimated Man-months	Estimated Total
1. Data Processing & Input by Local Consultants	46,152	\$6,787	240	\$1,628,880
2. Data Processing & Input by Fabricator (ZPMC)	31,198	\$4,588	407	\$1,867,316
3. Data Collection & Green Tagging Inspectors	62,662	\$9,215	338	\$3,114,670
4. Contractor Inspectors and Oversight Personnel	NA	\$16,937	70	\$1,185,590
Total Estimated Cost of Extra Work at Unit Price				\$7,796,456

The Contractor must submit a monthly log of the additional labor force dedicated for the implementation of this contract change order. The log shall include the individual's name, labor description category, and days worked. A representative of the Contractor and a representative of the Department shall sign the monthly log prior to submittal for payment. This extra work will be reevaluated with issuance of a supplemental change order at the Contractor or Departments request.

Estimated Cost of Extra Work at Unit Price \$7,796,456.00

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Adjustment of Compensation at Lump Sum:

The Contractor shall provide supervision, office space, and supplies required to fully support the extra work being performed at unit price in this change order. This lump sum payment provides full compensation for all support regardless of the ultimate duration of the work, including future supplemental Contract Change Orders, required to complete QA improvements in this change order.

If the Contractor fails to complete any of the work required by this section, the Engineer shall make an adjustment in compensation in conformance with the provisions in Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications for the work not performed. Adjustments in compensation for QA Database will not be made for any increased or decreased work ordered by the Engineer in furnishing support for the QA Database.

The agreed lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved.

For this work, the Contractor will be paid the agreed lump sum of \$202,421.00, this sum constitutes full compensation, including markups, for this change.

Cost of Adjustment of Compensation at Lump Sum.....\$202,421.00

Extra Work at Force Account:

Provide software and data, used and generated by this change, and additional support as directed by the Engineer. Additional work will include, but will not be limited to the following:

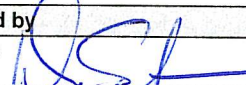
1. All data in a read only format.
2. Database software with full front-end capable of printing data with no restrictions, unlimited time, and a lifetime license.

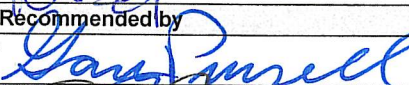
Labor, equipment and material authorized by the Engineer, as necessary, will be paid in accordance with the provisions of Section 4-1.03D, "Extra Work" of the Standard Specifications and Section 5-1.24, "Force Account Payment" of the Special Provisions.

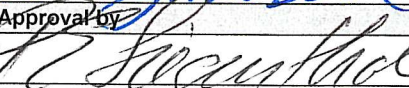
Estimated Cost of Extra Work at Force Account.....\$100,000.00

Estimated Cost: Increase ☒ Decrease ☐ **\$8,098,877.00**

By reason of this order the time of completion will be adjusted as follows: 0 days

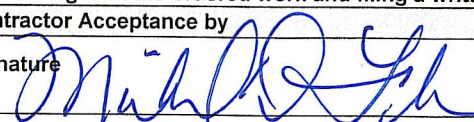
Submitted by
Signature  Resident Engineer
Darryl Schram for Gary Pursell, Sup.T.E. Date 2/11/09

Approval Recommended by
Signature  Supervising Transportation Engineer
Gary Pursell, Sup.T.E. Date 2/11/09

Engineer Approval by
Signature  Principal Transportation Engineer
Peter Siegenthaler, Prin.T.E. Date 3/12/09

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Contractor Acceptance by
Signature  (Print name and title) Date 3-10-09
Michael D. Flowers
Project Director